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IN THE

Supreme Court of the United States

OCTOBER TERM 1963

No. **384**

PUBLISHERS' ASSOCIATION OF NEW YORK CITY (on behalf of its member, THE NEW YORK TIMES COMPANY),

Petitioner,

v.

NEW YORK MAILERS' UNION NUMBER SIX,

Respondent.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SECOND CIRCUIT

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PUBLISHERS' ASSOCIATION OF NEW YORK CITY (on behalf of its member, THE NEW YORK TIMES COMPANY),

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NEW YORK MAILERS' UNION NUMBER SIX,

Respondent.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SECOND CIRCUIT

Petitioner, Publishers' Association of New York City (on behalf of its member, The New York Times Company), prays that a writ of certiorari issue to review the judgment of the United States Court of Appeals for the Second Circuit insofar as it reverses that part of an order of the District Court for the Southern District of New York staying certain action by respondent Union pending arbitration ordered by the District Court.

Opinions Below

The opinion of the United States Court of Appeals for the Second Circuit is reported at 317 F. 2d 624, and is printed in Appendix B hereto, *infra*, p. 11.

The opinion of the District Court, not officially reported, is reported at 52 LRRM 2101, and is printed in Appendix B hereto, *infra*, p. 19.

Jurisdiction

The opinion of the Court of Appeals was dated and issued on May 20, 1963, and judgment was entered thereon on June 6, 1963. No order respecting a rehearing, and no application for an extension of time within which to petition for certiorari were made.

The jurisdiction of this Court is invoked under 28 U. S. C. §1254(1).

Question Presented

Whether that part of an order enforcing a status quo provision pending arbitration, ordered by the Court pursuant to a collective bargaining agreement, is prohibited by the Norris-LaGuardia Act where the action stayed by such part of the order is not any one of the kinds of conduct specified in Section 4 of that Act (29 U. S. C. §104).

Statute Involved

The pertinent statutory provisions are Sections 4 and 7 of the Norris-LaGuardia Act, 29 U. S. C. §§104, 107. They are printed in Appendix A, *infra*, pp. 7-10.

Statement of the Case

Petitioner and respondent are parties to a collective bargaining agreement that contains, *inter alia*, a broad arbitration clause (§33-b)*, a status quo provision main-

* The cited provisions of the collective bargaining agreement are printed in the Appendix C hereto, pp. 21-22.

taining existing conditions pending decision by arbitration (¶34) and a prohibition against Union discipline of the foreman (¶20-c), who must be a member of the Union (¶4). The New York Times mailroom foreman, Everett Rowan, was notified that the Union had taken cognizance of charges filed against him by a member of the Union who worked under him. The Times took the position that the Union had no right under the contract to proceed with charges against its foreman and instructed the Association to file a grievance on its behalf, protesting the Union's contemplated action and demanding maintenance of the status quo. The Union disputed the Association's position—labelling the protest made on behalf of the Times as "officious intermeddling" in internal Union affairs—and rejected the Association's protest, request for arbitration and demand for maintenance of the status quo.

Faced with this refusal to arbitrate and to honor the status quo provision, the Association brought an action, pursuant to Section 301 of the Labor Management Relations Act (29 U. S. C. §185) and under the United States Arbitration Act (9 U. S. C. §1, *et seq.*), to compel the Union to arbitrate the dispute. To preserve the status quo pending the arbitration in accordance with the provisions of the contract, and to prevent frustration of its contention that the foreman must not be subjected to Union disciplinary proceedings before that contention could be considered in arbitration, the Association sought and obtained from the District Court a stay of Union proceedings against the foreman until the arbitration could be heard and decided.

The Court of Appeals concluded that the order directing arbitration was proper, but rendered that relief meaningless by holding that Norris-LaGuardia precluded that part of the order preserving the status quo.

Reasons for Granting the Writ

1. The decision below involves an important question of federal law which has not been, but should be, settled by this Court. It would extend the application of Norris-LaGuardia to a situation beyond its adjudicated scope and substantially weaken the policy favoring arbitration of disputes arising under collective bargaining agreements. If the decision stands, then the District Courts—even while properly directing that disputed matters be referred to arbitration—will be powerless, as a matter of ancillary relief, to stay contemporaneous conduct inconsistent with the submission to arbitration, even where such conduct is clearly outside Section 4 of the Norris-LaGuardia Act. The consequence is to permit unilateral action by any party to a collective agreement to vitiate the salutory function of the arbitration process.

2. This unfortunate result necessarily conflicts with the settled doctrine of *Textile Workers Union* v. *Lincoln Mills*, 353 U. S. 448 (1957). This court there held that the District Courts can enjoin parties to proceed to arbitration without reference to any of the provisions of Norris-LaGuardia.

> "The congressional policy in favor of the enforcement of agreements to arbitrate grievance disputes being clear, there is no reason to submit them to the requirements of §7 of the Norris-LaGuardia Act." 353 U. S. at 458-59.

If the commandment below, that no injunction issue unless the requirements of §7 of the Act have been met, is allowed to stand there is a serious conflict with *Lincoln Mills* and the decisions following it.

3. The refusal of the Court of Appeals to enforce the status quo provision of this collective bargaining agreement has seriously weakened an effective safeguard of industrial peace. Labor contracts in the newspaper industry, and elsewhere, provide for maintenance of conditions prevailing at the time the dispute arises pending the arbitral hearing and determination. This preserves industrial peace. The right of both parties to a labor contract to enforce their mutual status quo commitments should be recognized and protected, unless clearly proscribed by statute. Otherwise, the willingness to resort to arbitration will be weakened and the tendency to resort to self help and extra contractual pressures will be encouraged.

4. Moreover, the decision of the Court of Appeals below erroneously equates the situation in the instant case with the situation in *Sinclair Refining Co. v. Atkinson*, 370 U. S. 195 (1962), wherein the Union's activities were specifically protected by §4 of Norris-LaGuardia. There, the majority held that no injunction could issue, in a §301 suit, against conduct which §4 unequivocally says may not be enjoined. That notwithstanding, the majority recognized that the District Courts retained jurisdiction to grant equitable relief in cases not specifically removed from the injunctive powers of the federal courts and did not, as does the decision below, require that all such cases meet the further requirements of §7 of Norris-LaGuardia.

§7 of Norris-LaGuardia—which speaks of "injury to complainant's property"—need not and, in the light of

Lincoln Mills and its progeny, does not apply to situations outside its ambit. The decision below, in effect, recognized the difficulty of trying to force cases like the one at bar into a §7 mold when it said:

> "Not only have these [§7] requirements not been met in the present case but it would clearly be impossible for the court to make the required findings." 317 F. 2d at 627.

Nevertheless, the decision below gave §7 a sterile, inflexible and unnecessary reading to reach the anomalous conclusion it did. In so doing it eliminated the District Courts' equitable power to grant, in the instant case and all others like it, relief "indispensable to the effective enforcement of an arbitration scheme in a collective agreement" and "essential to the uncrippled performance of the Court's function under §301", 370 U. S. at 216-17 (minority opinion).

CONCLUSION

For the foregoing reasons this petition for a writ of certiorari should be granted.

Respectfully submitted.

ANDREW L. HUGHES,
Counsel for Petitioner.

August 16, 1963

APPENDIX A

SECTIONS 4 AND 7, NORRIS-LAGUARDIA ACT

"SEC. 4. No court of the United States shall have jurisdiction to issue any restraining order or temporary or permanent injunction in any case involving or growing out of any labor dispute to prohibit any person or persons participating or interested in such dispute (as these terms are herein defined) from doing, whether singly or in concert, any of the following acts:

"(a) Ceasing or refusing to perform any work or to remain in any relation of employment;

"(b) Becoming or remaining a member of any labor organization or of any employer organization, regardless of any such undertaking or promise as is described in section 103 of this title;

"(c) Paying or giving to, or withholding from, any person participating or interested in such labor dispute, any strike or unemployment benefits or insurance, or other moneys or things of value;

"(d) By all lawful means aiding any person participating or interested in any labor dispute who is being proceeded against in, or is prosecuting, any action or suit in any court of the United States or of any State;

"(e) Giving publicity to the existence of, or the facts involved in, any labor dispute, whether by advertising, speaking, patrolling, or by any other method not involving fraud or violence;

"(f) Assembling peaceably to act or to organize to act in promotion of their interests in a labor dispute;

"(g) Advising or notifying any person of an intention to do any of the acts heretofore specified;

"(h) Agreeing with other persons to do or not to to do any of the acts heretofore specified; and

"(i) Advising, urging, or otherwise causing or inducing without fraud or violence the acts heretofore specified, regardless of any such undertaking or promise as is described in section 103 of this title. Mar. 23, 1932, c. 90, §4, 47 Stat. 70, 29 U.S.C. §104.

* * *

"SEC. 7. No court of the United States shall have jurisdiction to issue a temporary or permanent injunction in any case involving or growing out of a labor dispute, as defined in this chapter, except after hearing the testimony of witnesses in open court (with opportunity for cross-examination) in support of the allegations of a complaint made under oath, and testimony in opposition thereto, if offered, and except after findings of fact by the court, to the effect—

"(a) That unlawful acts have been threatened and will be committed unless restrained or have been committed and will be continued unless restrained, but no injunction or temporary restraining order shall be issued on account of any threat or unlawful act excepting against the person or persons, association, or organization making the threat or committing the unlawful act or actually authorizing or ratifying the same after actual knowledge thereof;

"(b) That substantial and irreparable injury to complainant's property will follow;

"(c) That as to each item of relief granted greater injury will be inflicted upon complainant by the denial of relief than will be inflicted upon defendants by the granting of relief;

"(d) That complainant has no adequate remedy at law; and

"(e) That the public officers charged with the duty to protect complainant's property are unable or unwilling to furnish adequate protection.

"Such hearing shall be held after due and personal notice thereof has been given, in such manner as the court shall direct, to all known persons against whom relief is sought, and also to the chief of those public officials of the county and city within which the unlawful acts have been threatened or committed charged with the duty to protect complainant's property: *Provided, however*, That if a complainant shall also allege that, unless a temporary restraining order shall be issued without notice, a substantial and irreparable injury to complainant's property will be unavoidable, such a temporary restraining order may be issued upon testimony under oath, sufficient, if sustained, to justify the court in issuing a temporary injunction upon a hearing after notice. Such a temporary restraining order shall be effective for no longer than five days and shall become void at the expiration of said five days. No temporary restraining order or temporary injunction shall be issued except on condition that complainant shall first file an undertaking with adequate security in an amount to be fixed by the court sufficient to recompense those enjoined for any loss, expense, or damage caused by the improvident or erroneous issuance of such order or injunction, including all reasonable costs (together with a reasonable attorney's fee) and expense of defense against the order or against the granting of any injunctive relief sought in the same proceeding and subsequently denied by the court.

Appendix A

"The undertaking mentioned in this section shall be understood to signify an agreement entered into by the complainant and the surety upon which a decree may be rendered in the same suit or proceeding against said complainant and surety, upon a hearing to assess damages of which hearing complainant and surety shall have reasonable notice, the said complainant and surety submitting themselves to the jurisdiction of the court for that purpose. But nothing in this section contained shall deprive any party having a claim or cause of action under or upon such undertaking from electing to pursue his ordinary remedy by suit at law or in equity. Mar. 23, 1932, c. 90, 47 Stat. 71, 29 U. S. C. §107."

APPENDIX B

OPINIONS BELOW

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

No. 347—October Term, 1962

(Argued May 1, 1963 Decided May 20, 1963)

Docket No. 27992

PUBLISHERS' ASSOCIATION OF NEW YORK CITY (on behalf of its member, The New York Times Company),

Plaintiff-Appellee,

v.

NEW YORK MAILERS' UNION NUMBER SIX,

Defendant-Appellant.

Before:

CLARK, SMITH and HAYS, *Circuit Judges.*

Appeal from an order of the District Court for the Southern District of New York, Thomas F. Murphy, Judge, compelling arbitration as to certain union action alleged to be in violation of a collective agreement and staying such action pending arbitration.

Affirmed to the extent that the order compels arbitration; reversed as to that part of the order which stays action by the Union. 29 U. S. C. § 101ff.

SIDNEY SUGARMAN, New York, N. Y. *for appellant.*

ANDREW L. HUGHES, of Townley, Updike, Carter & Rodgers, New York, N. Y. (Joel T. Cameche, of counsel) *for appellee.*

Appendix B

Hays, *Circuit Judge*:

The district court granted plaintiff's motion to compel arbitration of an alleged violation by the Union of a collective agreement and for a stay of the Union's action pending such arbitration. We affirm the order compelling arbitration but reverse the order granting the stay because of failure to comply with the requirements of the Norris-LaGuardia Act, 29 U. S. C. § 101ff.

The Publishers' Association and the Mailers' Union were parties to a collective agreement. As is common in the printing and publishing trades the collective agreement required that foremen in the shops of the members of the Publishers' Association be members of the Union. Section 20-C of the collective agreement provided:

> "the Union shall not discipline the Foreman for carrying out the instructions of the Publisher or his representative."

The agreement contained a broad arbitration clause providing for the submission to arbitration of "all disputes (except discharge cases) arising out of the operation of this agreement, all disputes regarding the interpretation of any portion of this agreement and any and all disputes (except discharge cases) arising out of, relating to, or affecting the operation of this contract."

Rowan, a foreman at the *Times*, which is a member of the Association, gave an employee named Kelly, a fellow union member, a disciplinary lay-off of one week as a penalty for certain conduct in the shop. Kelly filed charges against Rowan with the Union, alleging that Rowan had violated the Union's constitution by the action which he

took against Kelly. The Union membership voted to consider the charges and an investigating committee was appointed. The Association submitted a grievance against the Union charging that the Union's action on Kelly's complaint constituted a violation of Section 20-c, *supra*.

The Union refused to arbitrate the Association's grievance and the Association commenced the present action to compel arbitration and to stay any further action by the Union in processing Kelly's charges.

We hold that the district court correctly ordered the Union to proceed to arbitration. The dispute, in the words of the arbitration clause, *supra*, is one "arising out of, relating to, or affecting the operation of" the collective agreement. The only reservation of any dispute from the applicability of the arbitration process which might be thought of as raising any doubt of the arbitrability of the Association grievance is a clause providing that "local union laws not affecting wages, hours, or working conditions and the General Laws of the International Typographical Union shall not be subject to arbitration." We would have to resolve such a doubt, if one existed, in favor of arbitrability.

> "An order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute. Doubts should be resolved in favor of coverage."

United States Steelworkers v. *Warrior & Gulf Nav. Co.*, 363 U. S. 574, 582-83 (1960).

Appendix B

It would seem reasonable that if the court could properly compel arbitration it could stay, pending arbitration, the acts which are alleged to violate the collective agreement and are the subject of the arbitration procedure. But wherever a question of the availability of an injunction arises in a labor context we are called upon to consider the effect of the Norris-LaGuardia Act. That Act limits severely the power of a federal court to issue an injunction in a case involving or growing out of a labor dispute. It is quite clear that the union's action on the Kelly charges both involves and grows out of a labor dispute.

Absent Section 301 of the Labor-Management Relations Act (29 U. S. C. §185), there could hardly be any question that the power of the court to enjoin a violation of a collective agreement would be limited by the Norris-LaGuardia Act. If the court has power to enjoin the alleged violation in the present case it has that power only by virtue of the power to compel arbitration which is conferred by Section 301. But we are then faced with exactly the situation with which the Supreme Court dealt in *Sinclair Refining Co.* v. *Atkinson*, 370 U. S. 195 (1962). There the Court was called upon to enjoin strikes or work stoppages which were alleged to be violative of a collective agreement providing for arbitration. The Court, holding that the Norris-LaGuardia Act prevented the issuance of such an injunction, stated that there was "no conflict" between an employer's right to compel arbitration and his inability to secure an injunction against the alleged violation which was the subject of the arbitration.

> "The plain fact is that §301, as passed by Congress, presents no conflict at all with the anti-

injunction provisions of the Norris-LaGuardia Act. Obedience to the congressional 'commands' of the Norris-LaGuardia Act does not directly affect the 'congressional policy' in favor of the enforcement of agreements to arbitrate grievance disputes" at all for it does not impair the right of an employer to obtain an order compelling arbitration of any dispute that may have been made arbitrable by the provisions of an effective collective bargaining agreement. At the most, what is involved is the question of whether the employer is to be allowed to enjoy the benefits of an injunction along with the right which Congress gave him in § 301 to sue for breach of a collective agreement. And as we have already pointed out, Congress was not willing to insure that enjoyment to an employer at the cost of putting the federal courts back into the business of enjoining strikes and other related peaceful union activities.

"*Textile Workers Union* v. *Lincoln Mills*, 353 U. S. 448, at 458-59."

370 U. S. at 213-14.

It is true that in the *Sinclair* case the Court was dealing with alleged contract violations which involved activities removed from federal jurisdiction by Section 4 of the Norris-LaGuardia Act, while in the present case the Union must be held to have failed to establish that the activities which have been enjoined are included in any of the categories of Section 4. However, Section 7 of the Act[1] covers

1. "No court of the United States shall have jurisdiction to issue a temporary or permanent injunction in any case involving or growing out of a labor dispute, as defined in this chapter, except after hearing the testimony of witnesses in open court (with opportunity for cross-examination) in support of the allegations of a complaint made under oath, and testimony in opposition thereto, if offered, and except after findings of fact by the court, to the effect—

(a) That unlawful acts have been threatened and will be committed unless restrained or have been committed and will be continued unless restrained, but no injunction or temporary

activities which are not covered by Section 4. Section 4 withdraws power to issue an injunction against certain

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restraining order shall be issued on account of any threat or unlawful act excepting against the person or persons, association, or organization making the threat or committing the unlawful act or actually authorizing or ratifying the same after actual knowledge thereof;

(b) That substantial and irreparable injury to complainant's property will follow;

(c) That as to each item of relief granted greater injury will be inflicted upon complainant by the denial of relief than will be inflicted upon defendants by the granting of relief;

(d) That complainant has no adequate remedy at law; and

(e) That the public officers charged with the duty to protect complainant's property are unable or unwilling to furnish adequate protection.

Such hearing shall be held after due and personal notice thereof has been given, in such manner as the court shall direct, to all known persons against whom relief is sought, and also to the chief of those public officials of the county and city within which the unlawful acts have been threatened or committed charged with the duty to protect complainant's property: *Provided, however*, That if a complainant shall also allege that, unless a temporary restraining order shall be issued without notice, a substantial and irreparable injury to complainant's property will be unavoidable, such a temporary restraining order may be issued upon testimony under oath, sufficient, if sustained, to justify the court in issuing a temporary injunction upon a hearing after notice. Such a temporary restraining order shall be effective for no longer than five days and shall become void at the expiration of said five days. No temporary restraining order or temporary injunction shall be issued except on condition that complainant shall first file an undertaking with adequate security in an amount to be fixed by the court sufficient to recompense those enjoined for any loss, expense, or damage caused by the improvident or erroneous issuance of such order or injunction, including all reasonable costs (together with a reasonable attorney's fee) and expense of defense against the order or against the granting of any injunctive relief sought in the same proceeding and subsequently denied by the court.

The undertaking mentioned in this section shall be understood to signify an agreement entered into by the complainant and the surety upon which a decree may be rendered in the same suit or proceeding against said complainant and surety, upon a hearing to assess damages of which hearing complainant and surety shall have reasonable notice, the said complainant and surety submitting themselves to the jurisdiction of the court for that purpose. But nothing in this section contained shall deprive any party having a claim or cause of action under or upon such undertaking from electing to pursue his ordinary remedy by suit or in equity."

29 U. S. C. §107.

activities. Section 7 applies to injunctions in *any* cases involving or growing out of a labor dispute and prohibits the issuance of injunctions in all such cases, without regard to the nature of the activities against which the injunction is sought, unless certain procedural requirements are met and unless the court issuing the injunction makes certain findings. Not only have these requirements not been met in the present case but it would clearly be impossible for the court to make the required findings.

In the *Sinclair* case, *supra*, the Supreme Court examined the legislative history of Section 301 and found there extensive evidence to support the view that Congress in adopting Section 301 did not intend to repeal the Norris-LaGuardia Act. While, as we have indicated, *Sinclair* involved activities which fell within Section 4 of the Norris-LaGuardia Act, it would be very difficult indeed to make out from the legislative history, as it is set forth in *Sinclair*, a congressional intent to repeal Section 7 of the Act and to leave Section 4 intact. There is nothing whatever in that history on which to base any supposition that Congress intended to treat any part of the Norris-LaGuardia Act differently from any other part. Indeed the subtlety of a partial repeal would be even more difficult to derive from the legislative history than would total repeal, the possibility of which the Court rejected.

Moreover there is no ground in reason or policy for assuming that Congress intended to repeal Section 7 but not Section 4. If we were to assume the contrary we would reach the anomalous result that, while an employer could not enjoin a strike or other Section 4 activity in

violation of a collective agreement pending arbitration of the violation, he could enjoin any other type of violation. Ordinarily a strike would be far more disruptive of the contract relationship, and far more inimical to the statutory ideal of peaceful solution through the arbitration process than would the type of violation with which we are dealing in the present case. If Congress by adopting Section 301 had made any exception to the Norris-LaGuardia Act it would surely have permitted the use of the injunctive remedy against strikes in violation of collective agreements rather than against violations of a much less serious character.

Since, then, the Norris-LaGuardia Act prevents the issuance of the stay which was granted by the district court, we must reverse that part of the order.

The order of the district court is affirmed to the extent that it compels arbitration and reversed to the extent that it enjoins the action of the union.

Appendix B

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

62 CIV. 3224

PUBLISHERS' ASSOCIATION OF NEW YORK CITY (on behalf of its member, THE NEW YORK TIMES COMPANY),

Plaintiff,

against

NEW YORK MAILERS' UNION NUMBER SIX,

Defendant.

MEMORANDUM

MURPHY, D. J.

Motion by plaintiff to compel arbitration and for an order restraining the defendant union from proceeding with certain disciplinary measures.

The facts here are more persuasive for granting relief to plaintiff than in Publishers' Association of New York City (on behalf of its member, The New York Times Company) *v.* New York Typographical Union No. 6 (62 Civ. 3024), decided this day.

Here the proposed disciplinary proceedings relate directly to a clause in the Collective Bargaining Agreement which is contrary to proposed proceedings by the union. In this case James Kelly accuses Everett Rowan, a foreman of the New York Times mail room, of making a mistake on one of the orders he had made up and threatened that the next mistake would cause Kelly to be

discharged. In addition, Rowan actually threatened him with a week off and enforced such order. Under the terms of the bargaining agreement §20-a vests exclusive operation, authority and control of the mail room in the plaintiff through its foreman. Section 20-b gave the foreman the right to hire and discharge all employees working in the mail room. Section 20-c provides: "The union shall not discipline the foreman for carrying out the instructions of the publisher or his representative." Section 33-b provides for arbitration "for settlement of all questions which may arise as to the scale of wages, all disputes regarding the interpretation of any portion of this agreement and any and all disputes (except discharge cases) arising out of, relating to or affecting the operation of this contract." This is an extremely broad arbitration clause and certainly broad enough to include the present dispute, plus the fact that §20-c prohibits the disciplining of plaintiff's foreman. Certainly this must include the filing of charges against him.

All of the arguments advanced by the union have, in our opinion, been correctly answered in Macneish *v.* New York Typographical Union No. 6, 205 F. Supp. 558 (S. D. N. Y., 1962) and further discussion of them would serve no useful purpose.

Our function is limited in cases such as these to ascertaining whether the parties seeking arbitration are making a claim which on its face is governed by the Collective Bargaining Agreement. Doubt should be resolved in favor of coverage. Here we have no doubt whatsoever. The motion is granted.

Settle order.

THOMAS F. MURPHY,
U. S. D. J.

Dated, New York, N. Y., November 12, 1962.

APPENDIX C

EXCERPTS FROM THE PARTIES' COLLECTIVE BARGAINING AGREEMENT

SECTION 4. Superintendents and Foremen and Assistant Foremen of Mailing and Delivery Departments shall be appointed and may be removed by the Publisher, and shall be members of New York Mailers' Union No. 6. Superintendents', Foremen's and Assistant Foremen's wages and hours shall be a matter of mutual agreement between the Publisher and the individual. They shall supervise and attend to all work as specified in this agreement. Their wages, however, shall not be lower than the basic wage scale and their hours of work shall not exceed the hours prescribed in Sections 9 and 10. The designated Assistant Foreman shall have the power and the authority of a Foreman or Superintendent in case of their absence. Any Foreman or Assistant Foreman who does not confine his activities exclusively to executive or clerical work is subject to the journeyman hours and overtime provisions.

SECTION 20-c. The Union shall not discipline the Foreman for carrying out the instructions of the Publisher or his representative.

SECTION 33-b. To the Joint Standing Committee shall be referred for settlement all questions which may arise as to the scale of wages, all disputes (except discharge cases) arising out of the operation of this agreement, all disputes regarding the interpretation of any portion of this agreement and any and all disputes (except discharge cases) arising out of, relating to, or affecting the operation of this contract. The Joint Standing Committee must meet within five (5) days from the date on which either party hereto, through its authorized representative, notifies the other party in writing that a meeting is desired, and shall

proceed forthwith to settle any questions before it. Such decision to be final and binding on both parties to this contract.

SECTION 34. It is agreed that fruitless controversies must be avoided and every effort made to maintain harmonious relations. To accomplish this, both parties will in every instance give prompt attention to disputes and will in good faith endeavor to settle all differences by conciliation between the Chapel Chairman and the Foreman, or, if necessary, between the officials of the Union and the employer. In the event that a decision is not reached by conciliation then the difference may be referred to the Joint Standing Committee as herein provided. Pending decision (in all except discharge cases) conditions existing prior to the dispute shall be maintained. However, no condition which has existed for thirty (30) days prior to a complaint in writing shall be changed, pending the decision of the Joint Standing Committee.